



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

September 25, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE A TWENTY-FIVE YEAR GROUND LEASE AGREEMENT
WITH THE SHERIFF'S YOUTH FOUNDATION AND
DEVELOPMENT, CONSTRUCTION AND OPERATION OF A YOUTH CENTER
AT THE SHERIFF'S STARS CENTER IN SOUTH WHITTIER
(4TH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Certify that the Board, as a responsible agency under the California Environmental Quality Act (CEQA), has independently considered and reached its own conclusions regarding the environmental effects of the proposed youth center project (as described below) and the Negative Declaration adopted by the Foundation as lead agency; determine that the Negative Declaration adequately addresses the environmental impacts of the proposed project; find that your Board has complied with the requirements of CEQA with respect to the process for a responsible agency and adopt by reference the Foundation's Negative Declaration.
2. Approve and instruct Chairman of the Board to sign the attached 25-year ground lease (Ground Lease) with Sheriff's Youth Foundation (Foundation) for an approximately 25,000 square foot portion of the 26-acre County-owned site that comprises the Sheriff's Training Academy Regional Services (STARS) Center in South Whittier, on a gratis basis, to be used by the Foundation for the purpose of constructing an 8,528 square foot youth center at the Foundation's sole cost and expense.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the County to sign a 25-year ground lease with the Sheriff's Youth Foundation to develop, construct, operate and maintain an 8,528 square foot facility at the Foundation's sole cost and expense as a condition of the Ground Lease. The proposed facility will consist of classrooms, separate locker rooms for boys and girls, a gymnasium, and storage facilities.

Background

On April 15, 2003, the Board approved and signed a 25-year ground lease with the Foundation (2003 Lease) pursuant to Government Code Section 26227, to make property that is not required for County use available to non-profit organizations for programs the County determines will benefit County residents. At that time, the Board found the property to be leased is a surplus to any present and foreseeable County needs.

The Board also ratified a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing conducted by the Treasurer and Tax Collector's Office on April 10, 2003, pursuant to Section 147 (f) of the Internal Revenue Code of 1986, which requires a public hearing to be held, and approved and authorized Chief Executive Office (CEO) and Sheriff's Department to implement the project.

The Foundation is a private non-profit organization which focuses on forging community partnerships that promote the programs of the Sheriff's Department for the benefit of at risk youth.

The Foundation collaborates with the Los Angeles County Sheriff's Department, Department of Parks and Recreation, public school districts and individual schools, community groups, corporations, businesses, foundations and interested individuals in the community to develop programs that helps provide young people with positive role models, develop leadership skills, build good character and self-esteem, formulate a positive view of their own future and gain confidence they need to resist the negative influences of drugs and gangs. The Foundation will also develop activities at the proposed youth center including tutoring, homework assistance, academic enrichment and computer classes, boxing, martial arts, basketball, soccer, flag football, folk dancing, drama, scuba diving and camping.

The original project authorized in 2003 was never completed because the in-kind services and material donations never materialized and because of the departure of the project manager. The 2003 Lease lapsed and terminated pursuant to its own terms (Paragraph 1, Ground Lease and Term Thereof, and Paragraph 6.A.(3), Commencement and Completion of Construction). The Foundation was required to commence construction within the time

periods provided in said 2003 Lease provisions (i.e., "within twelve (12) months of the issuance of all necessary permits and shall be completed (except normal punch list items) within fifteen (15) months following the commencement of construction"). The Foundation failed to do so, and the 2003 Lease terminated.

Now, the Foundation is financially ready and new management is in place, and it has requested Board approval and execution of the attached Ground Lease so that construction of the proposed youth center can commence.

The proposed Lease requires the Foundation to commence construction within three months of issuance of all necessary permits. Other provisions remain the same as the 2003 Lease except for insurance coverage requirements which are higher than the 2003 Lease.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we improve the quality of life for the residents of the County's unincorporated communities by offering a wide range of coordinated services that are responsive to the need of the surrounding area (Goal 6). The County's gratis lease of surplus land to the Foundation will result in construction of a facility in an unincorporated area that will target local youth which will directly contribute to improving the quality of life for families whose children participate in the programs offered.

FISCAL IMPACT/FINANCING

The costs incurred to build and operate the proposed youth center will be entirely financed by the Foundation. The total estimated cost to complete the youth center is \$3,808,396, which includes a contingency of \$354,548. The Foundation is financing these costs through grants from the State, corporations and individuals.

To date, \$1,928,722.59 in grant funds have been received and are being held in trust. The remaining \$1,379,673.41 in grant revenue will be received once the construction permits are issued and the balance of \$500,000 in donation will be received in January 2008.

The County will lease the 25,000 square feet of land required to build the proposed youth center for an annual sum of one dollar (\$1). At the end of the 25-year term, the facility and all related improvements will become the property of the County. The Foundation will be responsible for all costs of occupancy including utilities, taxes, insurance and maintenance during the term of the lease.

The Project Schedule and Budget Summary are included as Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The basic design and layout of the proposed youth center is essentially the same as the one submitted in 2003. However, there are some materials substitutions and improvements to the interior space. The most notable change is the reduction in the height of the gym portion. This reduction will not reduce construction costs but will allow the facility to be more economically air conditioned and heated since the volume of space has been reduced. The height reduction also improves the aesthetics since it better expresses the building's proportions.

This project is not subject to the LEED Silver certification requirement set forth in the Countywide Energy and Environmental Policy adopted by your Board on January 16, 2007, since the proposed youth center building is less than 10,000 square feet in size.

County Counsel has approved the Ground Lease as to form.

ENVIRONMENTAL DOCUMENTATION

The Foundation, in its role as lead agency in matters pertaining to compliance with the California Environmental Quality Act (CEQA), found and determined that the proposed youth center project will not have a significant effect on the environment; found that the Negative Declaration reflected the independent judgment of the Foundation (Attachment B hereto); approved the Negative Declaration; and found that the project will have no adverse effect on fish and wildlife resources.

With respect to your Board's approval of the proposed Ground Lease and youth center project described herein, the County also acts as a responsible agency for the purposes of CEQA, and therefore, we recommend that your Board independently consider and adopt the Negative Declaration attached hereto as Attachment B, which is the same Negative Declaration which was approved on April 15, 2003 in connection with this same project when it was the subject of the 2003 Lease.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

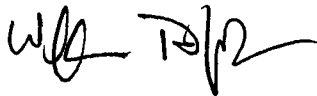
It is the finding of the CEO and the Sheriff that the proposed Ground Lease is in the best interests of the County and will adequately provide sufficient space for the programs proposed to be offered by the Foundation.

The Honorable Board of Supervisors
September 25, 2007
Page 5

CONCLUSION

Upon approval of the recommendation, please return an adopted copy of this letter to the Chief Executive Office and three signed copies of the Ground Lease to the Chief Executive Office (Capital Projects Division).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF' followed by a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
DJT:AV:zu

Attachments (2)

c: County Counsel
Sheriff's Department
Sheriff's Youth Foundation

**APPROVE A TWENTY-FIVE YEAR GROUND LEASE AGREEMENT
WITH THE SHERIFF'S YOUTH FOUNDATION
(4TH DISTRICT) (3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	08/07
Jurisdictional Approvals	09/07
Construction Award	09/07
Construction Start	10/07
Substantial Completion	06/08
Final Acceptance	08/08

II. PROPOSED PROJECT BUDGET SUMMARY

Budget Category	Proposed Project Budget
Land Acquisition	N/A
Construction	
(a) Construction	\$2,364,956
(b) Change Orders	\$247,846
(c) Overhead & Fees	<u>\$452,567</u>
Total	\$3,065,369
Equipment	N/A
Plans and Specifications	\$409,750
Consultant Services	\$144,564
Bond, Insurance & Other	\$68,577
Jurisdictional Review and Plan Check	\$13,434
Contingency (soft cost)	\$106,702
TOTAL	\$3,808,396

DATE POSTED - _____

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent- County of Los Angeles
Sheriff's Department
2. Address/Phone No. - 1000 South Fremont Avenue
Alhambra, California 91803

<u>Staff Person</u>	<u>Telephone</u>
Eddie Tello	(626) 300-3021
3. Date Information Form Submitted - November 25, 2002.
4. Agency Requiring Information Form - Los Angeles County
Sheriff's Department
5. Name of Proposal, if Applicable -Valverde Youth Center
6. Address of Facility Involved - 11515 Colima Road
Whittier, California

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the staff person indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, favor de comunicarse con el agente designado, para asistirle en obtener una traduccion. Eddie Tello (626)300-3021

(neg)
6/3/91

THIS NOTICE WAS POSTED

ON

UNTIL

REGISTRAR-RECORDER/COUNTY CLERK

NOV 25 2002
DEC 25 2002

FILED

NOV 25 2002

CONNIE B. MCCORMACK, COUNTY CLERK

E. LUCIEN

DEPUTY

02 0003513

NEGATIVE DECLARATION

Department Name: Los Angeles County Sheriff
Project: Valverde Youth Center

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of the Project

The proposed project is for the County of Los Angeles to lease a 24,000 square foot land parcel located within the larger County owned parcel at 11515 South Colima Road, Whittier, California, upon which will be constructed a building which will be used by the Sheriff's Youth Foundation, a private non-profit organization, for carrying out the functions of structured after-school sports and academic programs for the youth of the surrounding community for instruction in boxing, martial arts and dancing. The facilities, located in the 4th Supervisorial District approximately 18 miles South of the Los Angeles Civic Center, will include a newly constructed 8,528 square foot building consisting of three classrooms with computer lab stations, staff office, boys and girls lockers and restrooms, storage area and gymnasium space located in a one story structure to be built upon the leased land parcel. The center will be constructed and operated by the non-profit Sheriff's Youth Foundation. It is anticipated that an average of 3 employees will be occupying the premises with the maximum employee occupancy anticipated to be 7. Office hours will be after-school hours from 2:30 P.M. to 7:00 P.M. In addition to the employees, it is anticipated that an average of 60 children from the two nearby school districts, South Whittier and East Whittier will be visiting the facility on a daily basis for purposes of structured after-school programs to children from fourth to tenth grade. The proposed building will have primary frontage along Telegraph Road with the primary public entrance being from an existing driveway entrance along Telegraph Road. This existing driveway entrance currently serves as the secondary entrance to the Sheriff's Training Academy Regional Service (STARS) Center and provides access to the public and staff parking area which includes 992 on site public parking spaces. There will be no expansion of the existing County-owned STARS Center for this project.

2. a. Location of Project: 11515 South Colima Road Whittier, California 90604 (plot plan attached)

b. Name of Project Proponent

County of Los Angeles
Sheriff's Department
Facilities Planning Bureau
1000 South Fremont Avenue
Alhambra, California 91803

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated November 25, 2002, which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Los Angeles County Sheriff's Department and is attached hereto.

5. Mitigation Measures Included in Project

Mitigation measures during the construction phase of the project are discussed in Section V of the initial study. There are no mitigation measures required for the operation of the proposed facility.

<u>Date</u>	<u>Staff Person</u>	<u>Telephone</u>
11/21/02	Eddie Tello	(626) 300-3021

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to lease a 24,000 square foot land parcel located within the larger County owned parcel at 11515 South Colima Road, Whittier, California, upon which will be constructed a building which will be used by the Sheriff's Youth Foundation, a private non-profit organization, for carrying out the functions of structured after-school sports and academic programs for the youth of the surrounding community for instruction in boxing, martial arts and dancing. The facilities, located in the 4th Supervisorial District approximately 18 miles South of the Los Angeles Civic Center, will include a newly constructed 8,528 square foot building consisting of three classrooms with computer lab stations, staff office, boys and girls lockers and restrooms, storage area and gymnasium space located in a one story structure to be built upon the leased land parcel. The center will be constructed and operated by the non-profit Sheriff's Youth Foundation. It is anticipated that an average of 3 employees will be occupying the premises with the maximum employee occupancy anticipated to be 7. Office hours will be after-school hours from 2:30 P.M. to 7:00 P.M. In addition to the employees, it is anticipated that an average of 60 children from the two nearby school districts, South Whittier and East Whittier will be visiting the facility on a daily basis for purposes of structured after-school programs to children from fourth to tenth grade. The proposed building will have primary frontage along Telegraph Road with the primary public entrance being from an existing driveway entrance along Telegraph Road. This existing driveway entrance currently serves as the secondary entrance to the Sheriff's Training Academy Regional Service (STARS) Center and provides access to the public and staff parking area which includes 992 on site public parking spaces. There will be no expansion of the existing County-owned STARS Center for this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

Mitigation measures for this project are discussed in Section V of the attached initial study.

INITIAL STUDY

I. Location and Description of Project

The proposed land area to be leased is located at 11515 South Colima Road in the City of Whittier, California located in the 4th Supervisorial District approximately 18 miles South of the Los Angeles Civic Center and four miles North of the Santa Ana freeway. (See attached map)

The proposed project is for the County of Los Angeles to lease a 24,000 square foot land parcel located within the larger County owned parcel at 11515 South Colima Road, Whittier, California, upon which will be constructed a building which will be used by the Sheriff's Youth Foundation, a private non-profit organization, for carrying out the functions of structured after-school sports and academic programs for the youth of the surrounding community for instruction in boxing, martial arts and dancing. The facilities, located in the 4th Supervisorial District approximately 18 miles South of the Los Angeles Civic Center, will include a newly constructed 8,528 square foot building consisting of three classrooms with computer lab stations, staff office, boys and girls lockers and restrooms, storage area and gymnasium space located in a one story structure to be built upon the leased land parcel. The center will be constructed and operated by the non-profit Sheriff's Youth Foundation. It is anticipated that an average of 3 employees will be occupying the premises with the maximum employee occupancy anticipated to be 7. Office hours will be after-school hours from 2:30 P.M. to 7:00 P.M. In addition to the employees, it is anticipated that an average of 60 children from the two nearby school districts, South Whittier and East Whittier will be visiting the facility on a daily basis for purposes of structured after-school programs to children from fourth to tenth grade. The proposed building will have primary frontage along Telegraph Road with the primary public entrance being from an existing driveway entrance along Telegraph Road. This existing driveway entrance currently serves as the secondary entrance to the Sheriff's Training Academy Regional Service (STARS) Center and provides access to the public and staff parking area which includes 992 on site public parking spaces. There will be no expansion of the existing County-owned STARS Center for this project.

II. Compatibility with General Plan

This project site is identified as Public Facilities Use with the County of Los Angeles Regional Planning Department. Therefore, the proposed development of a recreation and education facility open to the public is consistent with the space and land use objectives set forth in the County Wide General Use Plan.

III. Environmental Setting

The project site is located in an area of Public Facilities use. The site includes approximately 24,000 square feet of land area which will be improved with an 8,528 square foot building. The site is bordered on the South by Telegraph Road and is otherwise surrounded by the 26 acre, multi building, Sheriff's Training Academy Regional Service Center (STARS) campus.

IV. Identification of Environmental Effects

- A. See Attached Environmental checklist form.
- B. The project will not conflict with adopted environmental plans and goals of the Los Angeles County Regional Plan.
- C. The project will not have a substantial demonstrable negative aesthetic effect on the proposed site. The proposed facility will be maintained in a manner consistent with the existing maintenance of the adjacent STARS Center.
- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This project represents a minor expansion of the existing development within the much larger and more intensively used STARS Center.
- J. The project will not displace any persons from the site.
- K. The project will not, permanently, substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed use does not exceed that

previously experienced in the area. Construction of the proposed project may result in a temporary increase in ambient noise levels which will have a less than significant impact.

- L. The proposed developed project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project will not expand a sewer trunk line. All necessary utilities are available currently to the facility.
- O. No substantial increase in energy consumption is anticipated by the proposed project.
- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses in the area.
- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment except during the construction of the facility. To mitigate any temporary construction impacts upon the surrounding community the following measures will be implemented:

- A. Time of construction activities are schedule from 7:00 A. M. TO 3:30 P. M., Monday through Friday. No work is schedule on weekends or Holidays.
- B. Temporary noise impacts could occur as a result of construction noise associated with the construction of the proposed project. The proposed project site has an existing 8 foot high concrete masonry block wall on 3 sides West on Telegraph Road, North and South of the site which will reduce noise. Noise sources in the area consist of vehicular traffic noise along Telegraph Road. The project would comply with the Noise Ordinance and would therefore result in a less than significant impact.

VI. Initial Study Preparation

This study was prepared by Eddie Tello of the Los Angeles County Sheriff's Department, Facilities Planning Bureau. Departmental Contact: Gary T. K. Tse, Acting Director (626) 300-3003. This study was completed on November __, 2002.

GROUND LEASE AND AGREEMENT FOR DEVELOPMENT,
CONSTRUCTION, AND OPERATION OF THE WALLIS ANNENBERG YOUTH
ACTIVITY CENTER – LOS ANGELES COUNTY SHERIFF'S STARS CENTER
1151 COLIMA ROAD, WHITTIER

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EXHIBITS

- A. Premises Map
- B. Campus Site Plan
- C. Legal Descriptions
- D. Development Plan

Contract # _____

GROUND LEASE AND AGREEMENT FOR DEVELOPMENT,
CONSTRUCTION, AND OPERATION OF THE WALLIS ANNENBERG YOUTH
ACTIVITY CENTER – LOS ANGELES COUNTY SHERIFF'S STARS CENTER
1151 COLIMA ROAD, WHITTIER

DESCRIPTION OF THE PREMISES FOR THE WALLIS ANNENBERG YOUTH ACTIVITY CENTER

Project Description:

The proposed project consists of construction and operation by the Sheriff's Youth Foundation of an 8,528 sq. ft. facility for the youth of unincorporated South Whittier and East Whittier for structured after-school programs. The site is an approximately 25,000 sq. ft. site carved from the 26 acre Sheriff's Training Academy Regional Services Center (STARS) located at 11515 Colima Road near the intersection of Telegraph Road between the main public parking lot for the STARS Center on the East and the entrance to Department parking on the West. The site will be leased from the County of Los Angeles for a period of 25 years. Besides indoor and outdoor space for sports – primarily instruction in boxing, martial arts and dancing- it will have classrooms and a computer lab for structured academic programs. The facility will be operated by the Sheriff's Youth Foundation with paid and volunteer instructors, in close collaboration with the Whittier School District.

Surrounding Land Use:

This project site is identified as Public Facilities Use with the County of Los Angeles Regional Planning Department. This is consistent with the actual use by the County as the Sheriff's Training Academy Regional Services (STARS) center. Therefore, the proposed development of a recreation and education facility open to the public is consistent with the space and land use objectives set forth in the County Wide General Use Plan. The surrounding property is zoned as residential.

THIS GROUND LEASE AGREEMENT (the "Lease") is made and entered into this _____ day of _____, 2007 (the "Effective Date"),

BY AND BETWEEN

COUNTY OF LOS ANGELES (the "Lessor" and/or the "County"),

AND

SHERIFF'S YOUTH FOUNDATION, a California Corporation (the "Lessee").

RECITALS:

WHEREAS, Lessor is the fee owner of the real property containing approximately 25,000 square feet of land (the "Premises"), which is part of the Los Angeles County Sheriff's STARS Center located at 1151 Colima Road, Whittier, California ("STARS Center"), and which is more particularly outlined in Exhibit "A" and legally described in Exhibit "B," all attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor is prepared to lease the Premises to Lessee pursuant to Government Code Section 26227, in order for Lessee to construct improvements at Lessee's sole expense, for use as a building to house youth recreational and educational activities; and

WHEREAS, the youth center to be built on the Premises by Lessee (the "Building") shall consist of approximately 8,528 gross square feet plus related site, in accordance with the entitlements, permits, plans and specifications issued or approved by the County of Los Angeles, all of which Building and related improvements are hereinafter collectively referred to as the "Improvements." The Premises, Improvements and all changes and alterations thereto are hereinafter collectively referred to as the "Wallis Annenberg Youth Activity Center Project" (the "WAYAC Project").

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, and the foregoing recitals, each of which is deemed a contracted part hereof, Lessor and Lessee agree as follows:

1. GROUND LEASE AND TERM THEREOF: For and in consideration of the sum of ONE AND NO/ 100 DOLLARS (\$1.00), receipt of which is hereby acknowledged, Lessor hereby leases to Lessee, and Lessee hires from Lessor, the Premises, subject to the terms, covenants, conditions, exceptions, and/or reservations as hereinafter set forth.

A. As-Is.

(1) The Premises is currently consists of hardpack dirt. Lessee accepts the Premises as so improved in its present condition notwithstanding the fact

that there may be certain defects in the Premises, whether or not known to either party to this Lease, at the time of the Effective Date. Lessee hereby represents that in connection with its acceptance of the Premises, Lessee has been given the opportunity to perform such tests, inspections, reviews, studies and investigations respecting the Premises as so improved as it considers necessary or appropriate to adequately evaluate the condition and other aspects of the Premises. Lessee hereby accepts the Premises as so improved on an "AS IS WITH ALL FAULTS" basis and, except as expressly set forth in this Lease, Lessee is not relying on any representation or warranty of any kind whatsoever, express or implied, from County or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Premises and/or any improvements located thereon, including without limitation representation or warranties regarding: (i) the quality, nature, adequacy and physical condition and aspects of the Premises and/or any improvements located thereon, including, but not limited to, the appurtenances, access, landscaping, parking facilities and the electrical, mechanical, utility systems, and the square footage of the land; (ii) the quality, nature, adequacy and physical condition of soils, geology and any groundwater; (iii) the development potential of the Premises, and the use, habitability, merchantability or fitness, or the suitability, value or adequacy of the Premises and/or any improvements located thereon for any particular purpose; (iv) the zoning or other legal status or entitlement or lack thereof of the Premises or any other public or private restrictions on use of the Premises; (v) the compliance of the Premises and/or any improvements located thereon with any applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of the County of Los Angeles, State of California, the United States of America, and/or any other governmental or quasi-governmental entity (collectively the "Applicable Laws") or of any other person or entity (including, without limitation, relevant provisions of the Americans with Disabilities Act ("ADA")); (vi) the presence of any underground storage tank or hazardous materials on, under or about the Premises or the adjoining or neighboring property; (vii) the quality of any labor and materials used in any improvements on the Premises, (viii) the condition of title to the Premises, and (ix) the economics of the operation of the Premises and/or any improvements located thereon. Lessor shall not be responsible for any land subsidence, slippage, soil instability or damage resulting therefrom at or on the Premises. Lessor has no actual knowledge of any defects in Premises which would adversely affect Lessee's leasehold interest or the use or value thereof.

(2) Reservations. Lessee expressly agrees that this Lease and all rights hereunder shall be subject to all encumbrances, reservations, licenses, easements and rights of way: (a) existing as of the Effective Date, (b) otherwise referenced in this Lease in, to, over or affecting the Premises for any purpose whatsoever, or (c) consented to by Lessee. Without limiting the foregoing, Lessee expressly agrees that this Lease and all rights hereunder shall be subject to all prior matters of record and the right of County existing as of the Effective Date or otherwise disclosed to or known to Lessee, as their interests may appear, to install, construct, maintain, service and operate sanitary sewers, public roads and sidewalks, fire access roads, storm drains, drainage facilities, electric power lines, telephone lines and access and utility easements across, upon or under the Premises, together with the right of

County to convey such easements and transfer such rights to others. Notwithstanding the foregoing or anything herein to the contrary, County agrees to cooperate with Lessee, upon compensation to County of its Actual Cost, as hereinafter defined, in Lessee's efforts to address title matters, if any, which would prevent Lessee from proceeding with the Improvements, as long as such efforts do not materially adversely affect the County (e.g., by way of illustration only, cooperating with Lessee in the relocation at Lessee's cost of any easements which interfere with the Improvements, to the extent such relocation is reasonably acceptable to County).

B. Term. The term of this Lease (the "Term") shall extend for a period of 25 years, beginning upon the completion of construction and occupancy of the Building and ending 25 years thereafter; provided, however, that in the event Lessee fails to commence construction of the Improvements or apply for the necessary permits within the time provided in Section 6.B.(3) hereof; this Lease shall end and expire upon notice from County.

2. LEASE CONSIDERATIONS: As additional consideration for Lessor leasing the Premises to Lessee hereunder:

A. Lessee shall, at its sole cost and expense, construct the Improvements in accordance with Section 6 hereof, and maintain the Improvements as provided herein, and operate without interruption the Building (collectively, "Lessee's Obligations"). Lessee's failure to perform Lessee's Obligations shall constitute a material default under this Lease.

B. Lessee acknowledges that Lessor has a security interest in all plans, drawings, specifications, documents evidencing governmental approvals or partial approvals, permits, environmental documents, soil, engineering and planning studies, working drawings, architect agreements, construction contracts and agreements pertaining to the Lessee's WAYAC Project, together with all amendments thereto (hereinafter collectively called the "Development Documents"). Lessee further acknowledges its affirmative obligation to secure the full right, title and lien-free ownership interest in all Development Documents. Upon any cancellation or termination of this Lease, Lessor, or its assignee, shall immediately receive true copies of all Development Documents of Lessee related to the development of the Lessee's WAYAC Project. The Lessee shall, however, retain its proprietary interest in the Development Documents and such documents may not be used by the Lessor, other than use that is incidental to the maintenance, repair or remodeling of the Improvements, without the prior express written consent of the Lessee.

C. Lessee shall perform all obligations required by this Lease, including those contained in the exhibits to this Lease.

D. Lessee acknowledges that the costs associated with the demolition or removal of any County improvements on the Premises shall be solely the Lessee's responsibility.

E. Lessee acknowledges that all costs associated with the preparation of any environmental documentation for compliance with the California Environmental Quality Act and legal descriptions related to this Lease shall be solely Lessee's responsibility.

F. Lessee shall provide all Development Documents to Lessor for approval in accordance with Section 6B. hereof.

G. Lessee shall reimburse Lessor for all of Lessor's Actual Costs in cooperating with, negotiating with, providing services to, and in performing the obligations of, Lessee under this Lease.

(1) "Actual Costs" shall mean: (i) the reasonable out-of-pocket costs and expenses incurred by County with respect to a particular activity or procedure, including without limitation, expenditures to third party legal counsel, financial consultants and advisors; (ii) costs incurred in connection with appraisals; and (iii) amounts invoiced by the County's Department of Public Works and/or Internal Services Department. In those instances in which Lessee is obligated to reimburse County for County's Actual Costs incurred in performing obligations required to be performed by Lessee under this Lease which Lessee fails to perform within the applicable cure period (if any) provided under this Lease, Actual Costs shall also include a reasonable allocation of County overhead and administrative costs to fully compensate County for performing such obligations on behalf of Lessee.

3. USES: APPLICABLE LAWS:

A. Uses:

(1) Lessee shall construct on the Premises the Lessee's WAYAC Project as specified in Section 6 hereof and occupy same for the purpose of providing and operating a youth center and activities related thereto (the "Permitted Uses").

(2) Lessee shall comply with its obligations and be subject to all applicable governmental regulatory agencies and the rules and regulations of County in connection with the operation of the STARS Center as promulgated from time to time by the County.

B. Compliance with Applicable Laws: The Lessee's WAYAC Project, or any part thereof, shall not be used or permitted to be used for any activity which constitutes a nuisance. Subject to Lessee's right to contest in accordance with Section 3.C. hereof, Lessee shall, at its sole cost and expense, conform to, and cause all persons using or occupying any part of the Lessee's WAYAC Project which is under Lessee's control to comply with all Applicable Laws and rules and regulations governing the STARS Center or the Premises that may be in effect from time to time applicable to the construction of the Improvements and/or to the use of the Lessee's WAYAC Project. Lessee hereby warrants and covenants that the operation of WAYAC Project shall not interfere with any functions of Lessor outside of the Premises. Lessee covenants and

agrees to indemnify and to hold Lessor harmless from any penalties, damages, or charges imposed for any violation of any and all Applicable Laws, whether occasioned by neglect, omission, or willful act of Lessee or any person (other than Lessor, its officers, agents, employees, guests, and invitees) by license, invitation, sublease, assignment, or any other arrangement with Lessee.

C. Right to Contest Applicable Laws: Lessee shall have the right to contest, by appropriate judicial or administrative proceedings, without cost or expense to Lessor, the validity or application of any present or future Applicable Laws which restrict Lessee's use of the Lessee's WAYAC Project or which require Lessee to repair, maintain, alter, or replace the Lessee's WAYAC Project in whole or in part. Lessee shall not be in default for failing to exercise its rights under this clause or for failing to commence repairs, maintenance, alterations, or replacement obligations imposed by such Applicable Laws, until a reasonable time following the final judgment and conclusion of appeals in Lessee's administrative and judicial proceedings, provided that Lessee protects Lessor and the Lessee's WAYAC Project from any lien by surety bond or other security satisfactory to Lessor. Lessor may, but is not obligated to, join in the Lessee's contest but Lessor shall have full subrogation rights in the event of Lessee's failure to contest. Lessee's right to contest must be exercised in such manner as to avoid any exposure of the Lessee's WAYAC Project or any part thereof to foreclosure or execution sale.

4. TAXES AND ASSESSMENTS:

A. Payment of Taxes: Lessee shall have sole responsibility to pay promptly any applicable personal property taxes, real property taxes, rental taxes, excise taxes, business and occupation taxes and assessments, or taxes or charges of any kind or nature whatsoever (hereinafter referred to collectively as "Taxes") levied or assessed against the Lessee's WAYAC Project, Lessee's operations on the Premises, or against Lessee's possessory interest, by any government entity. Lessee's leasehold interest may be subject to property taxation and Lessee agrees to pay any property tax levied on any such interest

B. Indemnity: Lessee agrees to indemnify and hold Lessor harmless from the payment of Taxes, including any penalties and interest associated therewith. Lessee further agrees to prevent said Taxes from becoming delinquency liens upon the Lessee's WAYAC Project, and except where Lessee notifies Lessor in writing that Lessee is contesting or proposes to contest Taxes, to allow Lessor to pay such Taxes which have become more than 90 days delinquent. Lessor shall in no way be obligated to pay such Taxes which come delinquent; but, if Lessor makes such payments, they will become immediately due and payable to Lessor by the Lessee and shall include any Late Charge or penalties assessed.

C. Lessee's Right to Contest Taxes: Lessee shall have the right, at its own expense, to contest the amount or validity of any Taxes by appropriate proceedings diligently conducted in good faith which shall operate to prevent the collection of any Taxes so contested or the sale of the Lessee's WAYAC Project or any part thereof to

satisfy the same. Pending final judgment and appeals of any such legal proceedings, Lessor shall not have the right to pay, remove, or discharge any Taxes thereby contested, provided that Lessee shall protect Lessor and the Lessee's WAYAC Project from any lien by adequate surety bond or other security deemed appropriate by Lessor.

D. Proration of Taxes: If, at any time during the term of this Lease, any Taxes are levied for a benefit which shall have a useful life longer than the remaining Lease Term then whether or not such Taxes are actually paid in installments, Lessee shall only be responsible to pay that portion of the Taxes which would have been payable during the term of this Lease, had such Taxes been paid in installments. If Taxes become due and payable after the expiration or termination of the Lease, Lessee, within 15 days of such expiration or termination, shall pay Lessor its prorata share of such Taxes. To the extent that Lessee pays such taxes in excess of its prorata share prior to termination, Lessor shall promptly return the excess upon expiration or other termination of the Lease.

5. UTILITIES:

A. Consent From Lessor: Lessee shall not enter into any contract or agreement with any governmental agency or body or public utility with reference to sewer lines, water lines, street improvements, street lighting, or utility connections, lines, or easements without the prior written consent of Lessor. Lessee shall install separate meters for Lessee's use for all utilities required for the WAYAC Project. All costs associated with bringing required utilities to the Lessee's WAYAC Project, including related professional and service charges, and the costs of connections to the utility system shall be considered part of the construction cost of the Lessee's WAYAC Project and shall be solely the Lessee's responsibility.

B. Lessor Utility Services: To the extent that the Lessee uses utility services financed and/or maintained in whole or in part by Lessor, both during and after construction of the Improvements, the charge for such utility services shall be paid by Lessee, together with a prorata share of the capital costs associated with any necessary additions or improvements to the utility system at the same rate given to other users. Lessee's payment of said utilities may be satisfied by cash, except that payment of any capital costs funded from the County's General Fund shall be made by cash or check and delivered to the County's Chief Executive Office.

C. Ownership: As between County and Lessee, title to all utility lines, transformer vaults and all other utility facilities constructed or installed by Lessee upon the Premises shall vest in County upon construction or installation to the extent that they are not owned by a utility company or other third party provider. Notwithstanding that title shall vest in County, all utility lines, transformer vaults and all other utility facilities (other than any sewer, storm drain or other utility systems which have been dedicated to and accepted by County pursuant to a dedication separate from this Lease), shall be maintained, repaired, and replaced, if and as needed, by Lessee during the Term hereof, including any optional or extension period.

6. CONSTRUCTION AND LIENS:

A. Development Work.

(1) Development Plan: Promptly following the Effective Date, Lessee shall commence the performance of the Development Work (as hereinafter defined) on the Premises described in the development plan attached to this Lease as Exhibit "C" (the "Development Plan"). The construction work described in the Development Plan, including the Improvements, hardscape, landscape and other site work approved by County and to be performed in connection with the work described in such Development Plan and the Development Documents as defined in Section 2B hereof, is referred to collectively herein as the "Development Work."

(2) Implementation of Development Plan: There shall be no changes, modifications or exceptions to the Development Plan, except as expressly approved in advance in writing by the County or otherwise in accordance with this Section 6. The scope, design, density, site coverage, layout and open space, view corridors, height, construction materials, landscaping, hardscaping and other improvement specifications pertaining to the Development Work shall be in accordance with the Development Plan, and shall be subject to County's approval as set forth in this Section 6. Lessee shall be responsible for the acquisition and compliance with all required governmental approvals (including, without limitation, City, planning and entitlement approvals) for the Development Work. Lessee shall be solely responsible for all costs and expenses incurred in connection with the design, entitlement and performance of the Development Work. The remaining sections of this Section 6 pertain to the construction of the Development Work and to any other Work (as defined below) which Lessee may be required or desire to make to the Premises during the Term.

B. Construction Of Improvements:

(1) Construction: Construction of the Improvements and construction of any future alterations or replacements of the Improvements (all of which construction is hereinafter referred to sometimes as "Work") shall be made subject to the conditions hereinafter set forth, which Lessee covenants to observe and perform.

(2) Governmental Approvals: Work shall not be undertaken until Lessee shall have provided and paid for, so far as the same may be required, from time to time, all applicable municipal and other governmental permits and authorizations of the various municipal departments and governmental agencies having jurisdiction over the work. No zoning changes or variances may be obtained except with Lessor's prior written consent, provided that Lessor shall not unreasonably withhold its consent to any petition or application for zoning change or variance as may be required for the construction of the Improvements and the uses of the Premises and Improvements permitted pursuant to this Lease. In the event, however, that any application or petition is rejected or returned for revision and Lessee is making a good faith, reasonably diligent effort to complete the necessary revisions to the plans or applications, then

Lessee shall be granted an additional six months within which to obtain the necessary approvals

(3) Commencement and Completion of Construction: All Work shall be completed at the expense of Lessee, including capital and financing costs, and without expense to Lessor. All Work shall be prosecuted to completion with due diligence. Notwithstanding the foregoing, construction of the Improvements in accordance with the Development Plan shall be commenced within three months of the issuance of all necessary permits and shall be completed (except normal punchlist items) within 24 months following the commencement of construction. Lessee shall apply for all permits required for commencement of construction of the Improvements within 10 days of the Effective Date hereof. For purposes of this Lease, the commencement of construction shall be the first date upon which construction activity for the Improvements is begun. Notwithstanding the foregoing, if Lessor fails to respond to any request for approval described in Section 6.D. hereof within the time frames provided therein, then Lessee shall be entitled to a day-for-day extension of the time periods set forth in this Section 6.B.

(4) Performance and Payment Bonds: Prior to the commencement of construction of any improvements on the Premises, Lessee shall purchase or cause Lessee's contractor to purchase: (a) a performance bond in an amount of not less than One Hundred Percent (100%) of the cost of construction of the Improvements, as approved by Lessor, with the County of Los Angeles as obligee, and executed by a corporate surety authorized to conduct business as a surety in the State of California and approved by Lessor; and (b) a payment bond in an amount of not less than Eighty Percent (80%) of the costs for labor and materials as approved by Lessor, with the County of Los Angeles as obligee, and executed by a corporate surety authorized to conduct business as a surety in the State of California and approved by Lessor all as provided in Section 10 INDEMNIFICATION, INSURANCE AND GUARANTY, hereof.

C. CONSTRUCTION STANDARDS:

(1) General Construction Standards: In connection with all Work, construction, alteration, or repair work permitted herein, Lessee shall take all reasonably necessary measures to minimize any damage, disruption or inconvenience caused by such Work and shall make adequate provision for the safety and convenience of all persons affected thereby. Lessee shall repair, at its own cost and expense, any and all damage caused by such Work, and shall restore the area upon which such Work is performed to a condition which is at least equal to or better than the condition which existed prior to the beginning of such Work, ordinary wear and tear excepted. In addition, Lessee shall pay (or cause to be paid) all Actual Costs and expenses associated therewith and shall indemnify and hold Lessor harmless from all damages, losses, or claims attributable to the performance of such Work.

(2) Utility Work: Any work performed by or on behalf of Lessee or any occupant of the Premises to connect to, repair, relocate, maintain or install any

storm drain, sanitary sewer, water line, gasoline, telephone conduit or any other public utility service shall be performed so as to minimize interference with the provision of such services to occupants of the STARS Center and other persons.

(3) Compliance with Applicable Laws: All improvements on the Premises shall be constructed in compliance with all applicable local, state and federal Applicable Laws and rules and regulations governing the STARS Center or the Premises that may be in effect. Lessee shall have the sole responsibility for obtaining all necessary permits and shall make application for such permits directly to the person or governmental agency having jurisdiction thereover.

(4) Prevailing Wages: Where labor is required for public work as part of any requirements covered by this Lease, pursuant to the provisions of the Labor Code of the State of California, Lessee shall pay no less than the prevailing wages ascertained and published by the State Department of Industrial Relations and on file with the Board of Supervisors, and shall cause notice of such wages to be posted as required by the Labor Code.

(5) Construction Safeguards: Lessee shall erect and properly maintain at all times, as required by the conditions and the progress of Work performed by Lessee, all necessary safeguards for the protection of workers and the public.

(a) Rights of Access: Representatives of Lessor shall have the right of reasonable access to the Premises and the improvements thereon at normal construction hours during the period of construction, for the purpose of ascertaining compliance with the terms of this Lease, including, but not limited to, the inspection of the construction work being performed. Lessor's access shall be reasonably calculated to minimize interference with Lessee's construction and/or operations.

(b) Notice of Completion: Upon completion of construction of any building on the Premises, Lessee shall file or cause to be filed in the Official Records of the County of Los Angeles a Notice of Completion (each a "Notice of Completion") with respect to said Improvements, and Lessee shall provide for Lessor a diagram and shall label and identify all electrical panels, circuit breakers, switches, fire sprinklers and plumbing shut off valves as to areas controlled both on the drawings and on the breaker panels and valves. Upon completion Lessee shall furnish the Sheriff's Facilities Planning Bureau and the County's Chief Executive Office, Real Estate Division each with one complete set of electronic reproducible as-built drawings.

D. APPROVAL OF PLANS:

(1) Approval of Plans, Drawings and Related Documents: Subject to the terms of this Lease, the Lessor shall have the right to review and approve all Development Documents, including any material changes or amendments thereto. Lessee shall submit three copies of all Development Documents to Lessor. Lessor's failure to approve of the Development Documents within 30 days following receipt of

same shall be deemed disapproval thereof. Lessor's approval shall not be unreasonably withheld. However, such Lessor review and approval shall not relieve Lessee of any obligations under this Lease, including any regulatory requirements imposed by federal, state or local governments.

(a) Following Completion of Construction:

(i) Remodeling: Lessee shall have the right, at its expense, following issuance of a Notice of Completion for the Improvements, without Lessor's consent and without submission of plans or evidence of financing (but subject to all other provisions of this Lease), to undertake any nonstructural interior remodeling of any structure or any of the Improvements that is not visible from the outside and does not alter the exterior appearance, or the preexisting location of the Improvements on the Premises.

(ii) Alterations and Additions: Lessee shall have the right, at its expense, at any time following issuance of the Notice of Completion to undertake any alteration or addition on the Premises that is not included in Section 6.D.(1)a(i) above, subject to the written approval of Lessor and compliance with all of the provisions of this Section 6.

(2) Changes to Plans Following Approval: No material changes to the approved plans and specifications shall be made without the prior written approval of the Lessor. Any such proposed changes shall be submitted to Lessor for Lessor's approval or disapproval. Lessor shall have 30 days following receipt of the proposed changes in which to give its approval or disapproval. Any disapproval shall set forth in detail the reasons for disapproval. Lessor's failure to approve such proposed changes within the 30-day period shall be deemed disapproval thereof.

E. PROTECTION OF LESSOR:

(1) No Consent of Lessor: Nothing in this Lease shall be construed as constituting the consent of Lessor, express or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of, or repairs to, the Premises or any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in such manner as would give rise to the filing of mechanics' liens or other claims against the fee of the Premises or the Lessee's WAYAC Project.

(2) Protection Against Liens: Lessor shall have the right at all reasonable times to post, and keep posted, on the Premises any notices which Lessor may deem necessary for the protection of Lessor and of the Premises and the improvements thereof from mechanics' liens or other claims. Lessee shall give Lessor ten days prior written notice of the commencement of any work to be done on the Premises to enable Lessor to post such notices. In addition, Lessee shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to Lessee or any of its

contractors or subcontractors in connection with the Premises and the Improvements thereon in accordance with Section 9 hereof.

(3) Notice: Should any claims of lien be filed against the Premises or the Improvements thereon, or any action affecting the title to the Premises or the Improvements thereon be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

7. MAINTENANCE OF LESSEE'S WALLIS ANNENBERG YOUTH ACTIVITY CENTER PROJECT:

A. Lessor Responsibilities: Lessor shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Lessee's WAYAC Project or any part thereof, or any improvements thereon during the term of this Lease.

B. Lessee's Responsibility: Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Lessee's WAYAC Project in good condition and repair and in accordance with the requirements of: (i) all Applicable Laws; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; (iii) any insurance companies insuring all or any part of the Lessee's WAYAC Project, if applicable; and (iv) the rules and regulations of County regarding the operation of the STARS Center.

C. Waste: Lessee shall not commit or permit the commission of any waste upon the Premises. Lessee shall not store or dispose of any waste or by-products of Lessee's operation on the Premises.

8. NON-SUBORDINATION AND NON-ASSIGNMENT AS SECURITY: This is a non-subordinated lease. Except as may be provided in Section 5, UTILITIES, or this Section 8, Lessee agrees that it shall not create or suffer any encumbrance upon the Premises or the Improvements without the written consent of Lessor. Lessee shall not, without obtaining the written consent of Lessor, assign any of Lessee's interest under this Lease as security. Any consent required by this Section 8 shall be evidenced by letter signed by Lessor's Chief Executive Office. Lessor shall provide a response to any request for consent pursuant to this Section 8 within 30 days of such request; provided, however, that Lessor's failure to timely provide a response shall not be construed as consent. Lessee agrees, without any cost or expense to Lessor, to execute any instrument which is necessary or is requested by Lessor to further effect the non-subordination of this Lease. Lessee further agrees that in order to obtain Lessor's consent hereunder: (a) any financing obtained for construction of the Building shall be and shall always remain subordinate to this Ground Lease, (b) the amount of Lessee's endowment/investment funds collateral to any proposed financing shall exceed the amount of said financing at all times during the term hereof, and Lessee shall provide Lessor with an annual written certification of Lessee's compliance with such requirement, (c) Lessee's lender for any proposed Building financing shall be required to provide written notice to Lessor in the event that Lessee's collateral falls

below the loan amount, and (d) in the event of a default under Lessee's proposed financing agreements, Lessee's lender shall be entitled to proceed against Lessee's collateral only and shall in no event be entitled to proceed against the Premises. Lessee acknowledges and understands that Lessor shall be entitled to withhold its consent hereunder to any proposed financing that does not meet with all of the foregoing requirements.

9. LIENS:

A. General: Subject to the provisions of Section 4 regarding TAXES AND ASSESSMENTS and Section 8 regarding NON-SUBORDINATION AND NON-ASSIGNMENT AS SECURITY, Lessee hereby covenants to keep the Premises and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessee's acts or omissions and/or created by the performance of any labor or furnishing of any material, supplies, or equipment contemplated hereunder. Lessor covenants to keep the Lessee's WAYAC Project and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessor's acts or omissions or those of its agents or employees, and shall indemnify and hold Lessee harmless from any such Lessor-created liens or demands. Lessee further agrees to hold Lessor and the Premises and all parts thereof free and harmless from any such Lessee-created liens, claims, or demands, and any and all costs, damages or liability in connection therewith, together with reasonable attorney's fees and all Actual Cost and expenses incurred by Lessor in negotiating, settling, defending, and otherwise protecting the Premises or Lessee's WAYAC Project or any part thereof against such liens, claims or demands.

B. Mechanics' and other Liens: Lessee shall pay, or cause to be paid, the total cost and expense of all works of improvement as that phrase is defined in the applicable mechanics' lien law in effect when the Work begins. Lessee shall not permit any mechanic's, materialman's, contractor's, sub-contractor or other lien, arising out of the performance of the Lease, to stand against the Premises or Lessee's WAYAC Project, or any part thereof. If any such lien shall be filed against the Premises or Lessee's WAYAC Project, Lessee shall cause the same to be discharged within ten days after actual notice of such filing, by payment, deposit, or bond. If Lessee fails to discharge any such lien, Lessor may, but shall not be obligated to, discharge the same, and any amount so paid or deposited by Lessor and all Actual Costs and expenses incurred by Lessor, including reasonable attorney's fees, shall become immediately due and payable by Lessee to Lessor, together with interest thereon computed at the rate of seven percent per annum. If Lessee desires to contest any such lien, Lessee shall notify Lessor in writing of Lessee's intention to do so within ten days after the filing of and service upon Lessee of such lien, or lose the right to contest. In such case, provided that Lessee shall furnish the bond required by California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises and Lessee's WAYAC Project from the effect of such lien), Lessee shall not be in default until five days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge any such lien to the extent held valid, but the satisfaction and discharge of any such lien shall not, in any case, be delayed until

execution is had upon any judgment rendered thereto, and such delay shall be a material default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, Actual Cost, expense and damage, including reasonable attorney's fees, resulting therefrom.

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Lessee agrees, subject to the other provisions of this Lease, to indemnify, defend, save and hold harmless Lessor and its Special Districts, elected and appointed officers, agents, and employees from and against any and all liability, Actual Cost and expense, including without limitation defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's and its agents', employees', and officers' operations on and use of the Premises hereunder, including without limitation any Workers' Compensation suits, liability, or expense.

B. Insurance: Without limiting Lessee's indemnification of Lessor, and during the Term of this Lease, Lessee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Lessee's own expense.

(1) Evidence of Insurance. Such insurance shall be provided by insurer(s) satisfactory to County and evidence of such insurance shall be delivered to County at the Chief Executive Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County prior to the Commencement Date and shall:

- (a) Specifically identify this Lease;
- (b) Clearly evidence all coverages required in this Lease;
- (c) Contain the express condition that insurer will use its best efforts to give written notice by mail to County at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance; and
- (d) Identify any deductibles or self-insured retentions exceeding \$25,000.

(2) Insurance Coverage Requirements. Lessee shall maintain the following:

(a) General Liability insurance (written by ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$4 million
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Products/Completed Operations:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$ 1 million for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto"; and

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

(d) Commercial Property Insurance – Special form (All Risk) coverage, including coverage for improvements and betterments, excluding EQ and flood, and including ordinance or law coverage, written for the full replacement value of the Building and the Improvements.

(3) Waivers of Subrogation. Lessee shall obtain appropriate endorsements upon all insurance policies waiving subrogation by the insurer(s) against Lessor.

C. Construction Insurance. In addition to the above Lessee Insurance Requirements, and throughout the period of construction of Lessee's WAYAC Project, Lessee shall have its Contractor provide and maintain, or Lessee shall provide and maintain, the following programs of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by Lessor, and such coverage shall be provided and maintained at no cost to Lessor. Such coverage shall contain the express condition that Lessor is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(1) Builder's risk course of construction insurance. Such coverage shall:

(a) Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include ordinance or law coverage, coverage for temporary off site storage, pollutant clean-up

and removal, preservation of property, and full collapse coverage during construction (without restricting collapse coverage to specified perils);

(b) Be written on a completed value basis and cover the entire work against loss or damage until completion and acceptance by the Lessee; and

(c) Provide a per occurrence deductible of not greater than five percent (5%) of the value insured for all perils.

(2) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

The Lessor also shall be named as an additional insured (ISO form CG 20 10) under the Contractor's policy.

(3) Automobile Liability Insurance (written ISO policy form CG 00 01 or its equivalent) with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles (or for "any auto") utilized by Contractor.

(4) Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employee with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Lease.

(5) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Contractor is responsible. Such insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee	\$1 million

(a) Performance Bond: A faithful performance bond in an

amount equal to 100% of the estimated construction cost contemplated for the Improvements, payable to County and executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon faithful performance by the Lessee of the terms and conditions of the this Lease and the construction contract(s) and shall be renewed by Lessee to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon, and shall remain in effect for one year following issuance of a Certificate of Occupancy .

(b) Labor and Material Payment Bond: A labor and material payment bond of not less than 80% of the construction contract price payable to the County, and executed by a corporate surety licensed to do business as a surety in the State of California. Such bond shall be conditioned upon satisfactory payment by contractor and its subcontractors for all labor and material used in performance of the agreement. Such bond shall be renewed by contractor to provide continuing liability in the above amount notwithstanding any payment or recovery thereon.

(c) At its sole option, the County may accept Certificates of Deposit, Cash Deposits, Letters of Credit, or U. S. Government Securities in lieu of commercial bonds to meet the above bonding requirement. Such alternate bonds shall be made payable to the County and shall be deposited with the County's Auditor-Controller.

11. REPAIR AND RESTORATION:

A. If, during the Term of this Lease, the Improvements are damaged due to a risk covered by insurance maintained under Section 10.B.(2)a. of this Lease, Lessee shall cause the damage to be repaired and the Improvements restored to substantially the same condition as they were in immediately before such damage.

B. If, during the Term of this Lease, the Improvements are damaged due to a risk not covered by insurance maintained under Section 10.B.(2)a. of this Lease, and whether or not such damage is substantial, Lessee may elect either to cause the damage to be repaired and the Improvements restored to substantially the same condition as they were immediately before the damage or to terminate this Lease, and Lessee shall restore the Premises to its previous condition. Said election shall be made by written notice to Lessor within 60 days of the occurrence of the damage.

C. If the Improvements are damaged during the last two years of either the primary or option term of this Lease, whether or not the damage is substantial, either party may elect to terminate this Lease. Said election shall be made by written notice to the other party within 60 days of the occurrence of the damage. In the absence of a timely election by either party, the parties shall be deemed not to have terminated this Lease.

(1) As used in Section 11.C., the term "substantial" means damage to the Improvements requiring repair or restoration at a cost in excess of 50% of the per-damage replacement cost value of the Improvements.

D. If Lessee is required or elects to repair any damage to the Improvements, such damage shall be repaired and the Improvements restored to substantially the same condition as they were in immediately before the damage as promptly as is reasonably possible. To the extent the damage is due to a risk covered by insurance maintained under Section 10.B.(2)a. of this Lease, such repairs shall be made from the proceeds of such insurance and the proceeds of such insurance shall be made available to Lessee for such purpose. All work shall be performed in a good and workmanlike manner and shall be completed as promptly as is reasonably possible and in accordance with all applicable public Applicable Laws, ordinances and regulations. Commencement of the repair and restoration shall require (a) securing the area to prevent injury to persons and/or vandalism to the Improvements and (b) the placement of a work order or contract for obtaining the labor and materials to accomplish the repair and restoration. In no event shall Lessee be required to repair, replace or restore any damaged equipment, personal property, or trade fixtures of Lessor located in or about the Improvements, it being understood that the repair, replacement, or restoration thereof shall be the sole responsibility and expense of Lessor.

E. Notwithstanding any provision contained in this Lease to the contrary, if the Applicable Laws existing at the time of the damage do not permit the repair or restoration, either party may terminate this Lease immediately by giving written notice to the other party. If this Lease is terminated pursuant to any of the provisions in this Section 10.E., the proceeds of any and all insurance maintained under Section 10.B.(2)a of this Lease shall be the sole property of Lessee and shall, if received by Lessor, be promptly paid to Lessee; however, the proceeds are to be used first to restore the Premises to a condition substantially the same as that existing immediately prior to such damage.

(1) Lessee waives the provisions of California Civil Code Sections 1932(2) and 1933(4) which relate to termination of leases when the thing leased is destroyed and agrees that such event shall be governed exclusively by the terms of this Lease.

12. DEFAULT:

A. Material Default: The occurrence of any of the following shall constitute a material default and breach of this Lease, which shall allow Lessor, in addition to any other rights or remedies at law or in equity, to terminate this Lease:

(1) A failure by Lessee to observe and perform Lessee's Obligations hereunder when such failure continues for 30 days after written notice thereof to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30 day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion. Failure to observe and perform Lessee's Obligations shall not include those instances where the Premises are not in use because of remodeling, repairs, or the replacement of equipment, provided that

such remodeling, repairs, and replacement are undertaken and completed in a prompt manner by Lessee.

(2) A default under Section 15 of this Lease.

(3) A failure by Lessee to maintain funds in excess of the amount of any Building financing as collateral for said financing (as required by Section 8 of this Lease).

B. Remedies: If Lessee defaults under this Lease, Lessor, without further notice to Lessee shall, in addition to any other remedies available by Law or equity, have one or more of the following remedies at Lessor's election:

(1) Without barring later election of any other remedy and without terminating Lessee's right to possession of the Lessee's WAYAC Project, or any part thereof, Lessor may require strict performance of all covenants and obligations herein as the same shall accrue or become due, without terminating this Lease, and Lessor shall have the right of action therefor without awaiting the end of the Lease term.

(2) If Lessor obtains possession of the Lessee's WAYAC Project under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (unless Lessee obtains relief under Section 1179 of that Code) or if Lessor, by written notice declares the Lease to be terminated because of breach of this Lease, then Lessor may enter upon the Lessee's WAYAC Project and remove any and all persons and or property whatsoever situated thereon, and place all or any portion of said property in storage for the account of and at the expense of Lessee and dispose of such property in accordance with Applicable Laws. Lessor shall be entitled to recover in one or more awards or judgment from Lessee:

(a) Any amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom. Such other amount shall include, but not be limited to, such expenses (including reasonable attorney's fees) as Lessor may have paid, assumed, or incurred in recovering possession of Premises, placing the Premises in good order and condition, preparing or altering Premises for reletting, and reletting the Premises during any part of time for which a rental concession, if any, had been given by Lessor.

(b) Lessor may at Lessor's election terminate this Lease by giving Lessee notice of termination. On the giving of the notice to Lessee, all Lessee's rights in the Premises and in the Improvements shall terminate. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have so declared in writing to Lessee, nor shall Lessor be deemed to have accepted or consented to an abandonment by Lessee by performing acts intended to maintain or preserve the Premises, making efforts to relet the Premises or appointing a receiver to protect

Lessor's interest under this Lease. Promptly after notice of termination, Lessee shall surrender and vacate the Lessee's WAYAC Project in a broom-clean condition, and Lessor may re-enter and take possession of the Lessee's WAYAC Project and/or eject all parties in possession, some and not others, or eject none. Termination under this Section shall not relieve Lessee from any obligations under this Lease or from any claim for damages incurred or accruing against Lessee up to the date of termination.

(3) Lessor may at Lessor's election enter the Lessee's WAYAC Project and, without terminating this Lease, at any time and from time to time may use or let the Premises or the Improvements or any part or parts of them for the account and in the name of Lessor or otherwise. Any reletting may be for the remainder of the Term or for a longer or shorter period. Lessor may execute any lease made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Lessee's WAYAC Project or any part thereof. Lessee shall, upon such election by Lessor, have the right to immediately remove its personal property and trade fixtures.

(4) Subject to Lessee's and Lessor's rights to contest as provided elsewhere in this Lease, if, at any time during the Term of this Lease, Lessee fails, refuses, or neglects to do any of the things herein required to be done by the Lessee, Lessor shall have the right, but not the obligation, to do the same, but at the cost of and for the account of the Lessee; provided, however, that the Lessor shall in no case take such action until first giving the Lessee written notice of such failure, refusal, or neglect and allowing time periods, as specified in this Lease, within which Lessee may commence a bona fide effort to cure the same.

C. Equitable Relief: Nothing contained herein shall affect, change, or waive any rights of Lessor or Lessee to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.

D. Cumulative Remedies: The remedies of Lessor as provided above are cumulative and in addition to, rather than exclusive of, any other remedy of Lessor herein given or that may be permitted by Law. Any lawful re-entry as provided for herein shall not make Lessor liable in damages or guilty of trespass because of any such lawful re-entry.

13. WAIVER OF CONDITIONS OR COVENANTS: Any waiver by Lessor of any breach or any one or more of the covenants, conditions, terms and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of Lessor to require exact, full and complete compliance with any of the covenants, conditions, terms, and agreements of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement between Lessor and Lessee. No delay, failure, or omission of Lessor to re-enter the Premises or to exercise any right, power, privilege, or option, arising from any default shall impair any

such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Lessee shall be required to restore or revise "time is of the essence" after the waiver by Lessor of any default. No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted by the exercise thereof in one or more instance. The rights, powers, options, and remedies given Lessor by this Lease shall be cumulative.

14. EMINENT DOMAIN: If the whole or any part of the Premises shall be taken by any paramount public authority under the power of eminent domain, then the Term of this Lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right to either cancel this Lease or to continue in the possession of the remainder of these Premises under the terms herein provided. All damages awarded for such taking shall belong to and be the property of Lessor provided, however, that Lessor shall not be entitled to any portion of the award made for loss of structures, buildings, or other improvements or personal property, equipment, and trade fixtures belonging to Lessee immediately prior to the taking of possession by the condemning authority.

15. ASSIGNMENT/SUBLETTING:

A. No Assignment: Lessee shall not, without the prior written consent of Lessor, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein, or sublet the whole or any portion of the Premises, or license the use of the same in whole or in part. In addition, for purposes of this Section 15, County consent shall require a written amendment to this Lease, which amendment must be formally approved and executed by the parties. Said consent shall not be unreasonably withheld. For purposes of this provision, the following acts of Lessee shall be considered an assignment requiring the prior written consent of Lessor to be effective:

(1) Any disposition(s) that effectuates a change in the majority control of Lessee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Lease; and

(2) Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same hereunder by any entity other than the Lessee (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism), with or without consideration, for any reason whatsoever.

In the event one of the above occurs without County's express prior written approval, such occurrence shall constitute a material breach of this Lease which shall entitle County, at its discretion, to terminate this Lease. In the event of such termination, County shall be entitled to pursue the same remedies against Lessee as it could pursue in the event of default by Lessee pursuant to the terms hereof, including without limitation Section 12, at law and in equity.

B. No Involuntary Assignment: Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, so that the same and the making by Lessee of any general assignment for the benefit of creditors; or the filing of a petition to have Lessee adjudicated a bankruptcy, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days; or the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Lessee's WAYAC Project or of Lessee's interest in this Lease, when such seizure is not discharged within 60 days, shall be a material default under this Lease.

16. OWNERSHIP OF IMPROVEMENTS DURING TERM: Until expiration or sooner termination of this Lease, the Improvements and all alterations, additions, or betterments made thereto by Lessee shall be owned by Lessee. Lessor shall have no right, title or interest therein except as expressly set forth in this Lease; provided, however, that Lessee's rights and powers with respect to the Improvements are subject to the term and limitations of this Lease. Once constructed, the Improvements shall not be removed from the Premises, nor shall Lessee waste, destroy or modify any Improvements except as specifically permitted by this Lease.

17. REVERSION OF IMPROVEMENTS AND SURRENDER: At the expiration or sooner termination of the Term of this Lease, at the election of Lessor, and without notice to Lessee, all structures, buildings (including the Building), Improvements and all alterations, additions, and betterments thereto, and all other improvements made to or upon the Premises shall remain upon and be surrendered with the Premises as part thereof and title thereto shall automatically vest in Lessor without compensation therefor to Lessee.

In the alternative, at the expiration or sooner termination of the Term of this Lease, Lessor may, at Lessor's sole election, require the removal from the Property, at Lessee's sole cost and expense, the Improvements, all personal property and/or trade fixtures, as specified in the written notice provided for hereinbelow (the "Removal Notice"). A Removal Notice to take effect at the normal expiration of the Term shall be effected by notice given at least 30 days before the expiration date. A Removal Notice to take effect on any date other than the normal expiration of the Term of this Lease shall be effectuated by notice given concurrently with notice of such termination or within ten days after such notice of termination. Lessee shall be liable to Lessor for costs incurred in effecting the removal of personal property and trade fixtures of Lessee which Lessee has failed to remove after demand pursuant to this Section. Lessee may remove any personal property and trade fixtures from time to time during the Lease Term and within 45 days following the expiration of the Term. Lessee shall repair all damage (structural or otherwise) caused by any such removal; provided that damage to improvements which are obsolete economically or functionally or which are not material need not be repaired so long as the Improvements are or are made structurally sound. Any personal property and trade fixtures not removed by Lessee within 45 days

following expiration of the Term shall be deemed abandoned by Lessee and shall, without compensation to Lessee, then become Lessor's property free and clear of all claims to or against them by Lessee or any other person, except as otherwise provided in this Lease.

In the event that Lessor elects to require the removal from the Property of all the Improvements, personal property and/or trade fixtures, Lessor, within ten days of demand from Lessee, shall execute and deliver any document required by any supplier, lessor, vendor, or lender in connection with the installation on the Property of Lessee's personal property or Lessee's trade fixtures in which Lessor waives any right it may have or acquire with respect to that property, if the supplier, lessor, vendor or lender agrees in writing that: (a) it will remove or commence the removal of, or cause Lessee to remove or commence the removal of, that property from the Property before expiration of the Term of this Lease or within 30 days thereafter, and (b) it will make, or require Lessee to make, whatever restoration to the Property is reasonably necessitated by the removal.

18. HAZARDOUS SUBSTANCES:

A. Definition: For purpose of this Lease, the term Hazardous Substances shall be deemed to include "hazardous substances" as defined in California Health and Safety Code Section 25316, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

B. Warranties and Representations:

Lessee hereby warrants and represents that it will not cause the presence, use, storage, or disposal of any Hazardous Substances on or about the Premises without the prior written consent of Lessor.

(1) Lessee hereby warrants and represents that it shall comply with all Applicable Laws and regulations concerning the use, release, storage, and disposal by Lessee, its agents, and contractors of Hazardous Substances on the Premises. Lessor hereby warrants and represents that it has complied with all Applicable Laws and regulations concerning the use, release, storage, and disposal of Hazardous Substances on the Premises, and that said compliance was in effect prior to the beginning of the Term of this Lease.

C. Notice: Lessee agrees to immediately notify Lessor when Hazardous Substances have been released on the Premises, upon becoming aware of the same.

D. Indemnity:

(1) Lessee agrees to indemnify, defend, and hold harmless Lessor and its Special Districts, elected and appointed officers, agents and employees, from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature

whatsoever which arise out of the presence or release of Hazardous Substances on the Premises which is caused by Lessee.

(2) Lessor agrees to indemnify, defend and hold harmless Lessee, from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises, which occurred prior to the beginning of the Primary Term of this Lease or which occurs thereafter and is caused by Lessor.

(3) The indemnity provided by this Section 18 shall survive the termination of this Lease.

E. Default: Lessee's failure to comply with the provisions of this Section 18 may, in Lessor's sole discretion, be deemed a default of this Lease and entitle Lessor to terminate this Lease immediately.

19. ADMINISTRATION: The Chief Executive Officer or his authorized designee shall have the authority to administer this Lease on behalf of County.

20. COUNTY'S LOBBYISTS: Lessee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Lessee, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessee or any County lobbyist or County lobbying firm retained by Lessee to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Lease upon which County may immediately terminate or suspend this Lease.

21. NOTICES: Notices desired or required to be given by this Lease or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope with postage prepaid, registered mail, return receipt requested, with the United States Postal Service. Addresses and persons to be notified may be changed by providing at least ten days' written notice to the other party except that Lessee shall at all times maintain a mailing address in California.

A. Notices to Lessee shall be addressed as follows:

Sheriff's Youth Foundation of Los Angeles County
4700 Ramona Boulevard, 4th Floor
Monterey Park, CA 91754-2169

Attn: Duane D. Allen

B. Notices to Lessor shall be addressed as follows:

- (1) Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

Attn: Acting Director of Real Estate

- (2) Facilities Planning Bureau
Los Angeles County Sheriff Department
Administrative Services Division
1000 S. Fremont Avenue
Bldg. A-9 East/5th Floor
Alhambra, CA 91803

Attn: Director

22. GENERAL PROVISIONS:

A. Waiver: The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

B. Marginal Headings: The Section titles in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

C. Time: Time is of the essence for this Lease and each and all of its provisions in which performance is a factor.

D. Recordation: Either party may record this Lease at any time without the prior written consent of the other party.

E. Binding on Successors: Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessee, and wherever the context permits or requires, the successors in interest to the Lessor.

F. Prior Agreements: The Lease, agreements incorporated by reference and attachments hereto contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

G. Unavoidable Delay: Any prevention, delay, non-performance or stoppage due to any of the following causes shall excuse non-performance for a period equal to any such prevention, delay, non-performance or stoppage. The causes referred to above are: strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, Governmental restrictions or regulations or controls, casualties not contemplated by insurance provisions of this Lease, or other cause beyond the reasonable control of the party obligated to perform.

H. Separability: Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Choice of Law and Forum: This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the courts of the County of Los Angeles, State of California.

K. Arbitration: In the event of any dispute regarding the terms, conditions, rights, or obligations of the parties hereto, such dispute may, at the request of either party, be submitted to arbitration in accordance with the provisions of California Code of Civil Procedure Section 1280 et. seq., as they now exist or may later be amended. The Chief Executive Office, Director of Real Estate, or his designee, shall act on behalf of Lessor in arbitration with the assistance of County Counsel, for so long as County is the Lessor under this Lease, provided, however, that the settlement of certain claims may be subject to approval by the County's Board of Supervisors.

L. Interpretation: Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Lease to be subscribed by its Chairman and Lessee has caused this Lease to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:

SACHI A. HAMAI
Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES

By [Signature]
Deputy

By [Signature]
Chairman



**SHERIFF'S YOUTH FOUNDATION OF
LOS ANGELES COUNTY**

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

By [Signature]
DUANE D ALLEN JR.
Printed Name

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

Title EXECUTIVE DIRECTOR

By [Signature]
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

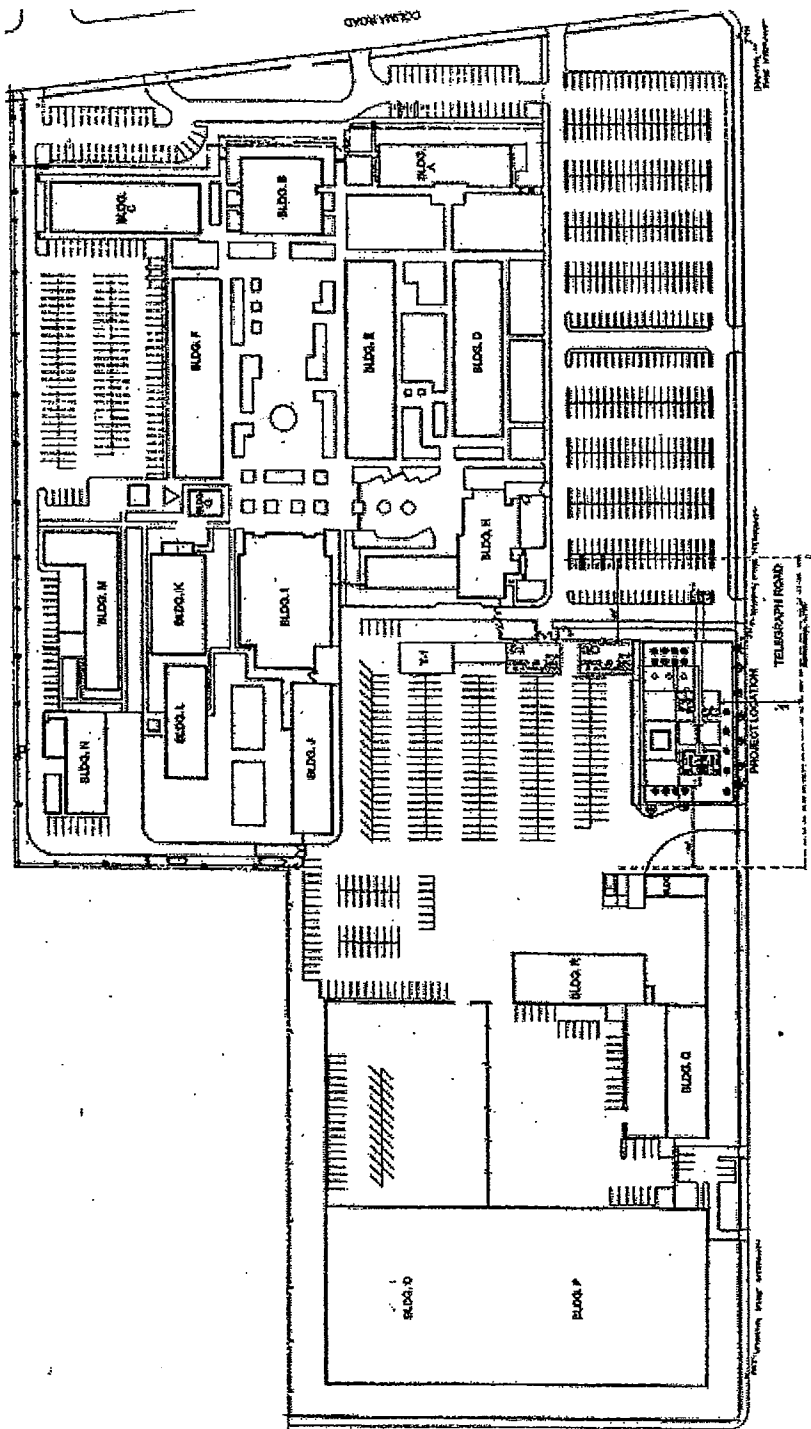
Ground Lease Agreement for Sheriff Foundation.DOC.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

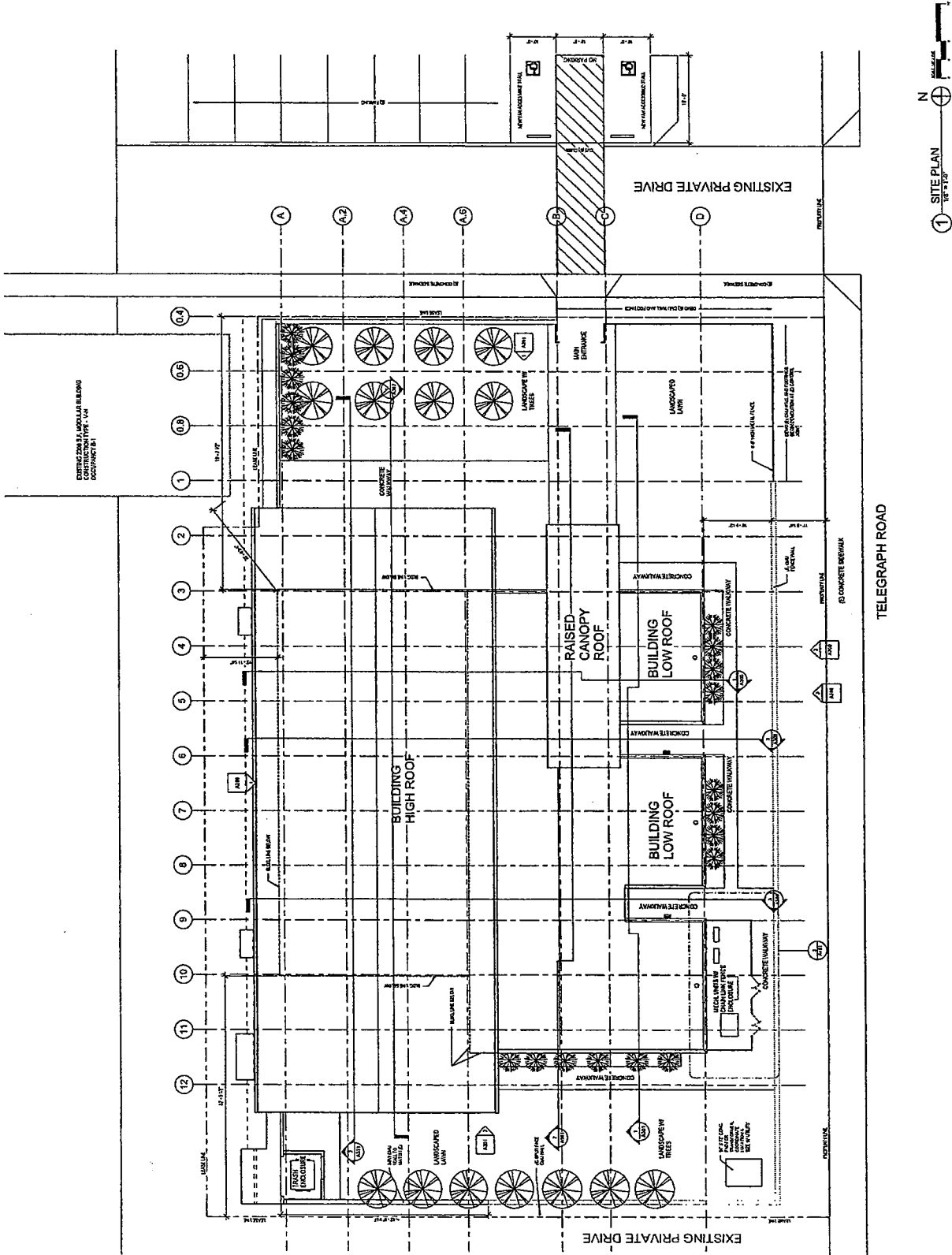
13 SEP 25 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

13 SEP 25 2007



SHERIFF'S DEPARTMENT SITE PLAN
SCALE: 1" = 16' 4"



TELEGRAPH ROAD

G007

**EXHIBIT A
LEGAL DESCRIPTION**

A PORTION OF LOT 103 IN BLOCK 5 OF TRACT NO. 505, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 15, PAGES 94 AND 95 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE CENTERLINE OF TELEGRAPH ROAD, 100 FEET WIDE, DISTANT SOUTH 49°53'00" EAST THEREON, 975.00 FEET FROM THE CENTERLINE OF VALLEY VIEW AVENUE, 60 FEET WIDE, WITH A LINE PARALLEL WITH AND 975.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF VALLEY VIEW AVENUE;

THENCE NORTH 40°07'00" EAST ALONG LAST SAID PARALLEL LINE, 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION ON THE NORTHEASTERLY LINE OF SAID TELEGRAPH ROAD;

THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 40°07'00" EAST, 123.00 FEET:

THENCE NORTHWESTERLY ALONG THE FOLLOWING THREE (3) COURSES:

- 1.) NORTH 49°53'00" WEST, 45.89 FEET;
- 2.) NORTH 40°07'00" EAST, 12.00 FEET AND
- 3.) NORTH 49°53'00" WEST, 150.51 FEET TO A LINE PARALLEL WITH SAID CENTERLINE OF VALLEY AVENUE;

THENCE SOUTH 40°07'00" WEST ALONG SAID PARALLEL LINE, 135.00 FEET TO SAID NORTHEASTERLY LINE OF TELEGRAPH ROAD;

THENCE SOUTH 49°53'00" EAST ALONG SAID NORTHEASTERLY LINE, 196.40 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 25,983 SQUARE FEET MORE OR LESS AND IS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED UNDER THE SUPERVISION OF:
THIENES ENGINEERING, INC.
16800 VALLEY VIEW AVENUE,
LA MIRADA, CA. 90038

DATE: _____

ALVIN S. LEVY, P.L.S. 4591
REG. EXP. SEPT. 30, 2002



INITIAL: _____

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LAST UPDATE: 5/02/02

HNTB

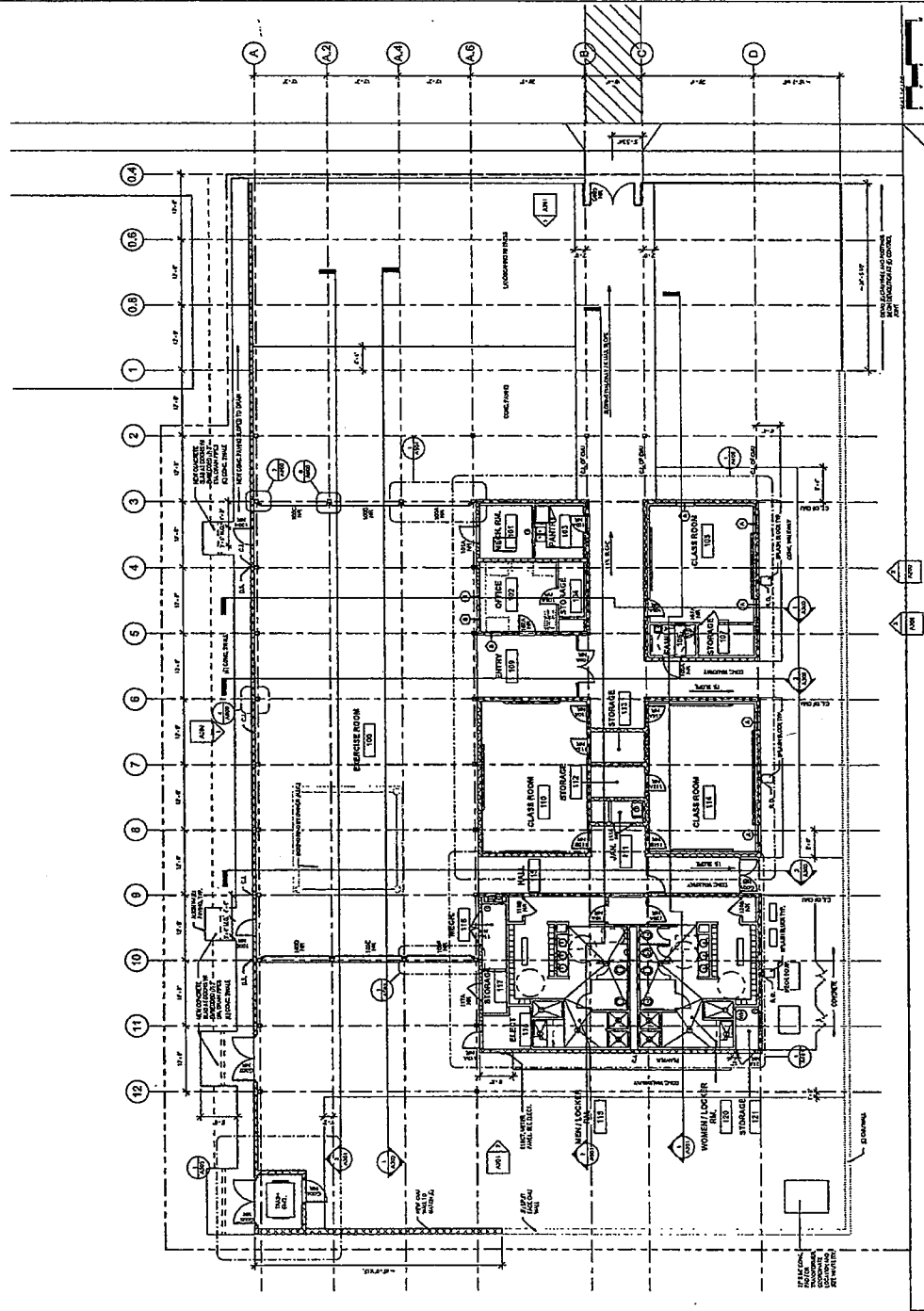
CONSTRUCTION
SHERIFFS YOUTH FOUNDATION
1433 THE SCALP ROAD
MONTREAL, CA 95034

WALLIS ANNENBERG YOUTH ACTIVITY CENTER
SHERIFFS YOUTH FOUNDATION
1433 THE SCALP ROAD
MONTREAL, CA 95034

100% CD
PLAN CHECK
SET

AUGUST 17, 2007
100% CD - PLAN CHECK SET
SHEET TITLE & NUMBER
FIRST FLOOR PLAN
A101
Copyright © 2007

REVISION	DESCRIPTION
1	ISSUED FOR PERMIT



1 FIRST FLOOR PLAN
1/8" = 1'-0"